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U.S. District Court
Middle District of TN

6 UNITED STATES BANKRUPTCY COURT
7 FOR THE MIDDLE DISTRICT OF TENNESSEE
8 NASHVILLE DIVISION

9 Wellgen Standard, LLC,

10 Plaintiff

11 vs.

12 Maximum Legal Holdings, LLC, Maximum
13 Legal, LLC, Maximum Legal Services, LLC,
14 Maximum Legal Staffing, LLC, Maximum
15 Legal (Florida), PLLC, Maximum Legal
16 (Utah), LLC, Maximum Legal (Arizona),
17 LLC, Joseph Martin Barrett and Todd
18 Wakefield

19 Defendants

20 Philip Layfield, an individual

21 Counterclaim Plaintiff,

22 vs.

23 Wellgen Standard, LLC,

24 Counterclaim Defendant

25 Philip Layfield, an individual

26 Cross-claim Plaintiff,

27 vs.

28 Advocate Capital, Inc., a Tennessee
corporation, Todd Wakefield, an individual,
Joseph M. Barrett, an individual, and
Gregory Allen Stuck, an individual,
Christopher Tyler Webster, an individual,
Jeffery Golden, an individual, Martin J. Brill,

Case No.: 3:18-cv-00275

Assigned to: Hon. William L. Campbell, Jr.

**ANSWER, COUNTER-CLAIM, AND CROSS-
CLAIM**

1 an individual, Richard Horner, an individual,
2 and John Does 1-50, inclusive,

3 Cross-Claim Defendants.

4 **DEFENDANT PHILIP LAYFIELD AS SUCCESSOR-IN-INTEREST TO**
5 **MAXIMUM LEGAL HOLINGS, LLC AND MAXIMUM LEGAL SERVICES, LLC**
6 **HEREBY RESPONDS TO PLAINTIFFS' COMPLAINT. THIS ANSWER,**
7 **COUNTERCLAIM AND CROSS-CLAIM IS FILED ON BEHALF OF PHILIP LAYFIELD**
8 **IN HIS INDIVIDUAL CAPACITY AS WELL AS ON BEHALF OF MAXIMUM LEGAL**
9 **HOLDINGS, LLC AND MAXIMUM LEGAL SERVICES, LLC AS THE SUCCESSOR-IN-**
10 **INTEREST.**

11 Layfield alleges for his Answer as to the Complaint by Wellgen as follows:

12
13 **I. PARTIES**

14
15 1. The allegations of paragraph 1 constitute legal conclusions and therefore do not require a
16 response.

17 2. The allegations of paragraph 2 constitute legal conclusions and therefore do not require a
18 response.

19 3. The allegations of paragraph 3 constitute legal conclusions and therefore do not require a
20 response.

21 4. The allegations of paragraph 4 constitute legal conclusions and therefore do not require a
22 response.

23 5. The allegations of paragraph 5 constitute legal conclusions and therefore do not require a
24 response.

25 6. The allegations of paragraph 6 constitute legal conclusions and therefore do not require a
26 response.

27 7. The allegations of paragraph 7 constitute legal conclusions and therefore do not require a
28 response.

1 8. The allegations of paragraph 8 constitute legal conclusions and therefore do not require a
2 response.

3 9. The allegations of paragraph 9 constitute legal conclusions and therefore do not require a
4 response.

5 10. The allegations of paragraph 10 constitute legal conclusions and therefore do not
6 require a response.

7 **II. JURISDICTION AND VENUE**

8
9 11. The allegations of paragraph 11 constitute legal conclusions and therefore do not
10 require a response.

11 12. The allegations of paragraph 12 constitute legal conclusions and therefore do not
12 require a response.

13 13. The allegations of paragraph 13 constitute legal conclusions and therefore do not
14 require a response.

15 14. The allegations of paragraph 14 constitute legal conclusions and therefore do not
16 require a response.

17 15. The allegations of paragraph 15 constitute legal conclusions and therefore do not
18 require a response.

19 **III. FACTUAL BACKGROUND**

20 16. Admit

21 17. Admit

22 18. Admit

23 19. Admit

24 20. Defendant is without sufficient knowledge or information to form a belief as to the
25 allegations contained in paragraph 20 and on that basis, denies this allegation.

26 21. Defendant is without sufficient knowledge or information to form a belief as to the
27 allegations contained in paragraph 21 and on that basis, denies this allegation.

28 22. Defendant is without sufficient knowledge or information to form a belief as to the

1 allegations contained in paragraph 22 and on that basis, denies this allegation.

2 23. Defendant is without sufficient knowledge or information to form a belief as to the

3 allegations contained in paragraph 23 and on that basis, denies this allegation.

4 24. Defendant is without sufficient knowledge or information to form a belief as to the

5 allegations contained in paragraph 24 and on that basis, denies this allegation.

6 25. The allegations of paragraph 25 constitute legal conclusions and therefore do not

7 require a response.

8 26. The allegations of paragraph 26 constitute legal conclusions and therefore do not

9 require a response.

10 27. Defendant is without sufficient knowledge or information to form a belief as to the

11 allegations contained in paragraph 27 and on that basis, denies this allegation.

12 28. Defendant is without sufficient knowledge or information to form a belief as to the

13 allegations contained in paragraph 28 and on that basis, denies this allegation.

14 29. Defendant is without sufficient knowledge or information to form a belief as to the

15 allegations contained in paragraph 29 and on that basis, denies this allegation.

16 30. Defendant is without sufficient knowledge or information to form a belief as to the

17 allegations contained in paragraph 30 and on that basis, denies this allegation.

18 31. Admit

19 32. Defendant is without sufficient knowledge or information to form a belief as to the

20 allegations contained in paragraph 32 and on that basis, denies this allegation.

21 33. Defendant is without sufficient knowledge or information to form a belief as to the

22 allegations contained in paragraph 33 and on that basis, denies this allegation.

23 34. Defendant is without sufficient knowledge or information to form a belief as to the

24 allegations contained in paragraph 34 and on that basis, denies this allegation.

25 35. Defendant is without sufficient knowledge or information to form a belief as to the

26 allegations contained in paragraph 35 and on that basis, denies this allegation.

27 36. Defendant is without sufficient knowledge or information to form a belief as to the

28 allegations contained in paragraph 36 and on that basis, denies this allegation.

 37. Defendant is without sufficient knowledge or information to form a belief as to the

1 allegations contained in paragraph 37 and on that basis, denies this allegation.

2 38. Defendant is without sufficient knowledge or information to form a belief as to the
3 allegations contained in paragraph 38 and on that basis, denies this allegation.

4 39. Defendant is without sufficient knowledge or information to form a belief as to the
5 allegations contained in paragraph 39 and on that basis, denies this allegation.

6 40. Defendant is without sufficient knowledge or information to form a belief as to the
7 allegations contained in paragraph 40 and on that basis, denies this allegation.

8 41. Admit.

9 42. Admit.

10 43. Deny.

11 44. Admit.

12 45. Deny. Wellgen has the ability to seek relief from stay, but refuses to do so in order to
13 sue defendants in an inconvenient forum. As a result, Wellgen should be disallowed from later
14 claiming that venue in Los Angeles is proper for any later proceeding.

15 46. Defendant is without sufficient knowledge or information to form a belief as to the
16 allegations contained in paragraph 46 and on that basis, denies this allegation.

17 47. Defendant is without sufficient knowledge or information to form a belief as to the
18 allegations contained in paragraph 47 and on that basis, denies this allegation.

19 48. Deny.

20 49. Deny.

21 50. Deny.

22 51. Admit.

23 52. Admit.

24 53. Deny.

25 54. Deny.

26 55. Deny.

27 56. Defendant is without sufficient knowledge or information to form a belief as to the
28 allegations contained in paragraph 56 and on that basis, denies this allegation.

57. Deny.

1 58. Admit unless Mr. Wakefield fraudulently claims that he is the 100% owner as he has
2 previously done with respect to Maximum Legal (California), LLP.

3 59. Defendant is without sufficient knowledge or information to form a belief as to the
4 allegations contained in paragraph 59 and on that basis, denies this allegation.

5 60. Admit unless Mr. Wakefield fraudulently claims that he is the 100% owner as he has
6 previously done with respect to Maximum Legal (California), LLP.

7 61. Defendant is without sufficient knowledge or information to form a belief as to the
8 allegations contained in paragraph 61 and on that basis, denies this allegation.

9 62. Admit unless Mr. Wakefield fraudulently claims that he is the 100% owner as he has
10 previously done with respect to Maximum Legal (California), LLP.

11 63. Defendant is without sufficient knowledge or information to form a belief as to the
12 allegations contained in paragraph 63 and on that basis, denies this allegation.

13 64. Deny.

14 65. Defendant is without sufficient knowledge or information to form a belief as to the
15 allegations contained in paragraph 65 and on that basis, denies this allegation.

16 66. Admit to the extent Maximum Legal Services, LLC was active and not dissolved.

17 67. Defendant is without sufficient knowledge or information to form a belief as to the
18 allegations contained in paragraph 67 and on that basis, denies this allegation.

19 68. Defendant is without sufficient knowledge or information to form a belief as to the
20 allegations contained in paragraph 68 and on that basis, denies this allegation.

21 69. Defendant is without sufficient knowledge or information to form a belief as to the
22 allegations contained in paragraph 69 and on that basis, denies this allegation.

23 70. Defendant is without sufficient knowledge or information to form a belief as to the
24 allegations contained in paragraph 70 and on that basis, denies this allegation.

25 71. Defendant is without sufficient knowledge or information to form a belief as to the
26 allegations contained in paragraph 71 and on that basis, denies this allegation.

27 72. Defendant is without sufficient knowledge or information to form a belief as to the
28 allegations contained in paragraph 72 and on that basis, denies this allegation.

 73. Defendant is without sufficient knowledge or information to form a belief as to the

1 allegations contained in paragraph 73 and on that basis, denies this allegation.

2 74. Admit except to the extent the actions are alleged to have been taken pursuant to a
3 fraudulent scheme, which they were not.

4 75. Deny.

5 76. Defendant admits that Wakefield and Barrett devised a fraudulent scheme to harm
6 Advocate and Layfield, but it is not the fraudulent scheme as articulated in Wellgen's instant
7 complaint.

8 77. Deny. This matter is subject to a separate lawsuit currently pending in the United
9 States Bankruptcy Court for the Central District of California.

10 78. Deny.

11 79. Defendant is without sufficient knowledge or information to form a belief as to the
12 allegations contained in paragraph 79 and on that basis, denies this allegation.

13 80. Admit.

14 81. Admit.

15 82. Defendant is without sufficient knowledge or information to form a belief as to the
16 allegations contained in paragraph 82 and on that basis, denies this allegation.

17 83. Admit. Because of the actions taken by Barrett and Wakefield against L&B by falsely
18 telling clients that Layfield had abandoned L&B, L&B's clients begin aggressively terminated any
19 and all client relationships.

20 84. Admit.

21 85. Deny.

22 86. Admit.

23 87. Admit.

24 88. Admit.

25 89. Admit.

26 90. Deny. The case was converted on October 18, 2017.

27 91. Deny. Wellgen may seek relief from stay, but chooses not to and thus has failed to join
28 an indispensable party.

92. Admit.

1 93. Deny. This judgment is void as a matter of law because Mr. Layfield was never served
2 and thus the United States District Court never obtained personal jurisdiction over Mr. Layfield.

3 94. Deny. Because the judgment is void as a matter of law, it cannot be assigned.

4 **IV. COUNT-1-BREACH OF CONTRACT**

5 (Mr. Barrett and Mr. Wakefield)

6 95. Defendant is without sufficient knowledge or information to form a belief as to the
7 allegations contained in paragraph 95 and on that basis, denies this allegation.

8 96. Defendant is without sufficient knowledge or information to form a belief as to the
9 allegations contained in paragraph 96 and on that basis, denies this allegation.

10 97. Defendant is without sufficient knowledge or information to form a belief as to the
11 allegations contained in paragraph 97 and on that basis, denies this allegation.

12 98. Defendant is without sufficient knowledge or information to form a belief as to the
13 allegations contained in paragraph 98 and on that basis, denies this allegation.

14 **V. COUNT II-BREACH OF CONTRACT**

15 (Maximum Legal Entities)

16 99. Defendant is without sufficient knowledge or information to form a belief as to the
17 allegations contained in paragraph 99 and on that basis, denies this allegation.

18 100. Defendant is without sufficient knowledge or information to form a belief as to the
19 allegations contained in paragraph 100 and on that basis, denies this allegation.

20 101. Deny.

21 102. Deny.

22 **SEPARATE AFFIRMATIVE DEFENSES**

23 **AFFIRMATIVE DEFENSE**

24 **(Failure to State a Claim)**

25 103. Defendant alleges that the Complaint fails to state facts sufficient to constitute a cause
26 of action against the Defendant.

27 **AFFIRMATIVE DEFENSE**

28 **(Denial of Damages)**

104. Defendant denies that Plaintiff has been damaged in any sum or sums, or otherwise, or

1 at all, by reason of any act or omission by Defendant.

2 **AFFIRMATIVE DEFENSE**

3 **(Good Faith Immunity)**

4 105. Defendant pleads that he acted without malice and with good faith at all relevant times
5 and therefore enjoys good faith immunity from suit.

6 **AFFIRMATIVE DEFENSE**

7 **(Statute of Limitations)**

8 106. The Complaint and each cause of action therein is barred by the applicable statutes of
9 limitation.

10 **AFFIRMATIVE DEFENSE**

11 **(Reckless and Wanton)**

12 107. Defendant alleges that at all time mentioned in the Complaint, Plaintiff acted in a
13 careless, reckless, wanton and negligent manner in our about the matters set forth in the Complain,
14 that such careless, reckless, wanton and negligent conduct proximately contributed to the injuries
15 and damages, if any, sustained or claimed by Plaintiff, that as a consequence, Plaintiff's claims are
16 barred. The reckless conduct, includes but is not limited to the failure of Plaintiff to ensure that
17 L&B had adequate funding, failure to insist on a budget before for the L&B trustee before insisting
18 the trustee liquidate L&B, the failure of Plaintiff to diligently refer out cases valued in the millions
19 of dollars and thus be able to satisfy its' own creditors and Plaintiff's waste of resources, thus
20 forcing L&B and MLC it to liquidate rather than reorganize.

21 **AFFIRMATIVE DEFENSE**

22 **(Negligence)**

23 108. Defendant alleges Plaintiff's claims are barrred because Plaintiff failed to exercise
24 reasonable and ordinary care, caution, or prudence in handling its affairs in relation to the L&B
25 account both prior to and upon ceding complete control of L&B to Pachulski. Any damages
26 alleged (the existence of which damage Defendants deny) were proximately caused and contributed
27 to by Plaintiff's own negligence, or by some other third party over whom Defendants exercised no
28 control, including Todd Wakefield, Joseph Barrett, Mark Aveis, Mark Speidel, Juan Dominguez,
Jeffrey Golden, Advocate Capital, and others.

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AFFIRMATIVE DEFENSE

(Consent)

109. Plaintiff acknowledged, ratified, consented to, and/or acquiesced in the alleged acts or omissions, if any, of this Defendant, thus, barring Plaintiff's recovery.

AFFIRMATIVE DEFENSE

(Failure to Mitigate)

110. Plaintiff failed to take reasonable efforts to mitigate their alleged damages, if any, and recover should not be allowed for damages, if any, that Plaintiff should have foreseen and could have avoided by reasonable effort. This lawsuit is nothing more than a sham.

AFFIRMATIVE DEFENSE

(Proximate Cause Lacking)

111. Defendant's alleged acts or omissions, if any, were not the proximate cause of any injury suffered by Plaintiff.

AFFIRMATIVE DEFENSE

(Estoppel)

112. Plaintiff's claims are barred by the defense of equitable estoppel.

AFFIRMATIVE DEFENSE

(Unclean Hands)

113. Plaintiff's claims are barred by the doctrine of unclean hands.

AFFIRMATIVE DEFENSE

(Laches)

114. Defendant alleges Plaintiff's claims are barred by the doctrine of laches.

AFFIRMATIVE DEFENSE

(In Pari Delicto)

115. Defendant alleges Plaintiff's claims are barred by the doctrine of in pari delicto

AFFIRMATIVE DEFENSE

(Ratification)

1 116. Defendant alleges Plaintiff's claims are barred by the doctrine of ratification

2 **AFFIRMATIVE DEFENSE**

3 **(Set-Off)**

4 117. Defendant alleges Plaintiff's claims are barred or reduced by the doctrine of set-off.

5
6 **AFFIRMATIVE DEFENSE**

7 **(Consent and Approval)**

8 118. Defendant alleges Plaintiff's claims are barred because Plaintiff consented to and
9 approved the acts and omissions as well as the subject transfers about which Plaintiff now
10 complains.

11 **AFFIRMATIVE DEFENSE**

12 **(Reservation of Defenses)**

13 119. Defendant may have other separate and/or additional defenses of which he is not
14 aware and hereby reserves the right to assert such defenses by amendment of this answer.

15
16 **COUNTER-CLAIMS**

17 Layfield alleges for his counterclaims against Wellgen as follows:

18
19 **I. INTRODUCTION**

20 120. Wellgen is an alter-ego of Advocate Capital, Inc. ("Advocate"). Advocate and
21 Wellgen share common ownership, office space and operations. On information and belief
22 Advocate and Wellgen even share computer networks.

23 121. During 2017, Wellgen and Advocate became aware that Layfield & Barrett ("L&B")
24 was experiencing cash flow shortages. L&B repeatedly requested Advocate to increase its
25 borrowing capacity and on multiple occasions, Advocate refused.

26 122. During the summer of 2017, Wellgen and Advocate become aware that L&B had
27 referred numerous cases to Maximum Legal, LLC ("ML") and its affiliated entities. These referral
28 arrangements were of a standard form and were within the standard rates often paid to third-parties.
Both Advocate and Wellgen were aware that L&B frequently referred cases to third-party firms as

1 well as third-party firms referring cases to L&B.

2 123. In connection with the establishment of ML, ML agreed to pay arm's length referral
3 fees back to L&B in connection with cases being referred to ML by L&B.

4 124. At the time of the referral arrangement, L&B had detailed financial projections
5 showing that current assets, which included accounts receivable, work-in-progress and liens on
6 cases that former L&B employees and/or other law firms had stolen from L&B would be sufficient
7 to satisfy L&B's creditors, which included Advocate, Wellgen, clients and other lienholders.

8 125. Had L&B not been forced into bankruptcy by one of its competitors, and with the
9 assistance of Wakefield and Barrett, L&B would have and could have satisfied all of its obligations.

10 126. Unbeknownst to Layfield, Barrett and Wakefield had devised a scheme to allege that
11 Layfield had abandoned L&B, stole millions of dollars and fled to Costa Rica with millions of
12 dollars in stolen client funds. Barrett and Wakefield knew those allegations were false at the time
13 they made them and were solely designed to cause clients, attorneys and others to defect from L&B
14 and fall into the hands of Maximum Legal (California), LLP.

15 127. Because Maximum Legal (California), LLP ("MLC") was established for the sole
16 purpose of handling the California based cases for the ML structure, it was not initially apparent
17 that Wakefield and Barrett were attempting to steal all of the former L&B cases from ML, the
18 assets of ML and the employees of ML.

19 128. Until Wakefield fraudulently filed a bankruptcy petition in July 2017 on behalf of
20 Maximum Legal (California), LLP claiming that he was the 100% owner of MLC, Layfield was
21 unaware of the scheme as devised by Wakefield and Barrett.

22 129. The scheme operated as follows: a. Wakefield and Barrett would allege that Layfield
23 fled the country with millions of dollars in stolen client funds; b. Wakefield and Barrett would file
24 claim that Wakefield was the 100% owner of MLC despite knowing that Wakefield had agreed in
25 connection with his former position as General Counsel of L&B that he would only be a nominee
26 partner with .01% ownership with the remaining 99.99% owned by ML; c. Wakefield and Barrett
27 would file a fictitious business name statement to establish Barrett Law as a d/b/a of MLC; d.
28 Wakefield and Barrett would make false criminal allegations against Layfield in order to force the
involuntary closure of L&B either through a state bar proceeding or involuntary bankruptcy; e.

1 upon forcing the involuntary closure of L&B, Wakefield and Barrett would cause all former
2 lucrative L&B clients to sign new engagements with MLC; f. by claiming that Layfield was
3 engaged in criminal activity, Barrett & Wakefield could avoid paying referral fees or lien claims to
4 L&B, thus obtaining millions of dollars in lucrative fees with no attached expenses; g. file a
5 chapter 11 bankruptcy, despite not having appropriate corporate authority and use that process to
6 avoid debts and further enrich themselves.

7 130. Ultimately, the scheme as devised by Wakefield and Barrett failed because despite
8 receiving over \$500,000 from a former L&B client, Advocate placed a lien on those funds and
9 notified MLC of its intent to further lien all monies received by MLC. This action by Advocate
10 thwarted Wakefield and Barrett's scheme, but left MLC, its client (who were former L&B clients)
11 and L&B in disarray.

12 131. At the same time Advocate/Wellgen were causing MLC to implode on itself,
13 Advocate/Wellgen became increasingly aggressive with L&B. Despite having a workable plan to
14 pay off the entire debt owed from L&B, Advocate/Wellgen refused to cooperate with L&B to pay
15 down its debts. Rather, Advocate took the most aggressive and reckless stance possible and caused
16 a Trustee to become appointed over L&B. Prior to the appointment of the Trustee, Advocate failed
17 to demand a budget, plan or operational guidance. Within days of the Trustee being appointed for
18 L&B, the Trustee fired all L&B clients, compromised L&B's claims to attorney fees against those
19 fired clients and dismantled the entire L&B operation in what can only be described as a complete
20 evisceration of the law firm.

21 132. Advocate and Wellgen mistakenly thought they could recover the majority of their
22 advances to L&B by attempting to enforce a guarantee against Layfield.

23 133. Advocate sued Layfield under the guarantee in United States District Court in the
24 Central District of California ("USDCCA").

25 134. Advocate never personally served Layfield with the lawsuit and thus the USDCCA
26 never obtained jurisdiction over Layfield.

27 135. Advocate/Wellgen, its principals and its lawyers all knew that Layfield was in Costa
28 Rica for the entire month of September 2017. Despite this knowledge, they caused a process server
to sign under penalty of perjury that Layfield had been personally served in Marina del Rey,

1 California. Advocate/Wellgen, its principals and its lawyers then further suborned perjury by
2 causing a series of documents to be filed in the USDCCA under penalty of perjury in order to
3 obtain a default judgment against Layfield.

4 136. Because Layfield was never served as fraudulently alleged by Advocate/Wellgen, the
5 judgment is void as a matter of law.

6 137. After Wakefield and Barrett's scheme was thwarted by Advocate/Wellgen, Barrett
7 attempted to shift gears by disclaiming any involvement with MLC. Barrett has gone so far as to
8 claim that during the summer of 2017 he was working on his own behalf rather than on behalf of
9 MLC and thus is entitled to attorney fees in his personal capacity for the work he performed on
10 behalf of L&B and MLC.

11 138. Since September of 2017, both Wakefield and Barrett have failed to cooperate with
12 the MLC bankruptcy they filed, have refused to attend the 341 meeting of creditors and have
13 refused to provide any information to the MLC Trustee.

14 139. In furtherance of their scheme, Wakefield illegally entered the office of L&B and
15 destroyed computer data and deleted files. Barrett similarly has made false reports to law
16 enforcement, filed false claims in connection with the MLC bankruptcy and Wakefield has filed
17 fraudulent declarations under penalty of perjury in various courts throughout the United States.

18 140. Both Barrett and Wakefield have secretly collected large fees on cases formerly
19 handled by L&B and MLC. Those fees should be used to pay former L&B client claims and other
20 creditors.

21 141. Despite having had other clients who defaulted on their obligation, other clients
22 subject to State Bar disciplinary procedures, Advocate/Wellgen chose scorched earth and fraudulent
23 tactics to collect against Layfield and others. Those tactics ultimately backfired and accelerated
24 and exacerbated the losses.

First Counterclaim- Fraud

(Against Wellgen)

25 142. Layfield incorporates by reference each of the foregoing allegations as though fully set
26 forth herein.
27
28

1 143. Wellgen and Advocate, by and through their agent Jeffrey Golden, made
2 representations to the District Court that they knew were false, or had no reasonable basis for
3 believing to be true, and/or Wellgen and Advocate made the representations recklessly, without
4 regard for their truth.

5 144. Wellgen and Advocate, by and through their agent and by and through their principals
6 made false representations with the intent that Defendants and others, including the District Court
7 would rely on the representations, and with the intent to thereby defraud Layfield, by: (a) inducing
8 the District Court to endorse and approve a default judgment against Layfield, (b) utilize the
9 existence of a default judgment against Layfield to force Layfield into an Involuntary Bankruptcy,
10 (c) use the Involuntary Bankruptcy as a means and method to prevent Layfield from exposing the
11 criminal conduct of Wellgen and their agents, (d) and attempt to use the existence of a void
12 judgment to inflict further harm on Layfield.

13 145. During the course of negotiating a payoff of the underlying loan, Wellgen and
14 Advocate claimed to be working with Layfield in good faith to structure a loan payoff in August of
15 2017. The truth was that Wellgen and Advocate never planned on pursuing a structure to satisfy
16 the loan. In fact, Wellgen and Advocate were planning the entire time to force L&B out of
17 business, strip Layfield of his ownership in L&B and ML and attempt to seize all of Layfield's
18 assets.

19 146. After L&B's bankruptcy was converted into a debtor-in-possession, Advocate and
20 Wellgen led L&B's attorneys to believe that if L&B consented to the appointment of a Trustee, that
21 Wellgen and Advocate would pursue a reorganization of L&B in order to maximize the assets of
22 the L&B estate. Instead, Wellgen and Advocate never intended to pursue a reorganization. In fact,
23 Wellgen and Advocate secretly concealed their true intention, which was to immediately cease
24 operations and liquidate. Wellgen and Advocate knew that L&B's lawyers would relay the
25 information regarding the potential for a reorganization as opposed to a liquidation of L&B and that
26 Layfield would rely on that information.

27 146. Layfield reasonably relied upon the representations of Wellgen, Advocate and their
28 agents in generally approving the appointment of a Trustee. However, the lawyer for L&B failed to
seek written approval of certain conditions of the reorganization plan. Knowing that the L&B

1 lawyer failed to secure the appropriate conditions, Advocate and Wellgen lured that lawyer into
2 signing a consent under false pretenses. Immediately upon obtaining the signature from L&B's
3 attorney, which Layfield did not expressly authorize, Wellgen and Advocate forced the firing of all
4 L&B clients and allowed all collateral to evaporate into thin air.

5 147. As a proximate result of the reliance on these false representations, Layfield has been
6 injured.

7 148. Layfield's reliance and others reliance on the false representations of Advocate,
8 Wellgen and their agents was a substantial factor in causing Layfield harm.

9 149. Wellgen and Advocate's conduct described herein was intended to cause injury to
10 Layfield and intended to deprive him of money and property he was entitled to retain, or was
11 despicable conduct carried on by Wellgen and Advocate with a willful and conscious disregard for
12 Layfield's rights. Wellgen and Advocate's conduct subjected Layfield to cruel and unjust hardship
13 in conscious disregard of the rights of Layfield, and constituted intentional misrepresentation,
14 deceit, or concealment of material facts known to Wellgen and Advocate with the intention to
15 deprive Layfield of property and/or legal rights, or otherwise cause injury, so as to constitute
16 malice, oppression, or fraud under California Civil Code section 3294, and thereby entitling
17 Layfield to punitive damages in an amount to punish or set an example of Wellgen and Advocate as
18 alter egos of each other.

19 **Second Counterclaim- Negligence**

20 **(Against Wellgen)**

21 150. Layfield incorporates by reference each of the foregoing allegations as though fully set
22 forth herein.

23 151. Wellgen and their alter ego Advocate failed to exercise reasonable care in deciding to
24 appoint a Chapter 11 Trustee without first obtaining a budget or understanding of how the Trustee
25 intended to administer the L&B estate. Wellgen and Advocate also failed to develop a suitable plan
26 to handle the referral of high value cases and to ensure that L&B's assets did not disappear into the
27 hands of lawyers that never intended to honor L&B liens.

28 152. Wellgen and Advocate failed to exercise reasonable care in decided to abruptly
liquidate the entire L&B business under the false pretense that Layfield criminally stole millions of

1 dollars and fled the country to avoid prosecution. These improper statements, which were known
2 to be false at the time they were made or should have easily been known to be false caused the
3 value of the L&B assets to virtually evaporate into thin air.

4 153. The actions and inactions of Wellgen and Advocate were a substantial factor in
5 causing Layfield's harm.

6 154. As a direct and proximate result of the acts and omissions of Wellgen and Advocate,
7 Layfield was injured and suffered damages in an amount to be proven at trial.

8
9 **Third Counterclaim- Declaratory Relief**

10 **(Against Wellgen)**

11 155. Layfield incorporates by reference each of the foregoing allegations as though fully set
12 forth herein.

13 156. An actual and justiciable controversy now exists between Layfield and Wellgen
14 concerning whether Wellgen has a valid and enforceable judgment against Layfield. Because
15 Layfield was never served and because a determination was never made on the actual merits of
16 Layfield's claims, it must be determined whether Layfield was present in Marina del Rey,
17 California, at the residence of 118 Union Jack Mall, Marina Del Rey, California 90292 on the date
18 and time claimed by Wellgen. Because Wellgen committed fraud in obtaining this judgment,
19 Layfield seeks a judicial determination of this fact.

20 **CROSS-CLAIMS**

21 Layfield alleges for his cross-complaint against Advocate Capital, Todd Wakefield, Joseph
22 M. Barrett, Gregory Allen Stuck, Christopher Tyler Webster, Jeffery Golden, Martin J. Brill, and
23 Richard Horner as follows:

24 157. Layfield incorporates by reference each of the foregoing allegations as though fully set
25 forth herein.

26 158. Cross-Defendant Advocate Capital, Inc. ("Advocate") is a Tennessee corporation
27 engaged in the business of lending money to plaintiff law firms at high interest rates. Advocate knew
28 that Layfield did not abscond with millions of dollars for the purpose of fleeing the country.

1 159. Cross-Defendant Todd Wakefield (“Wakefield”) is a citizen of the United States and a
2 resident of Park City Utah. Wakefield was the former General Counsel and Director of Litigation
3 for Layfield & Barrett (L&B), a member and Manager of Maximum Legal, LLC (“ML”), a 0.01%
4 partner of MLC, the Manager of Maximum Legal Staffing (“MLST”), the Manager of Maximum
5 Legal (Florida), PLLC, the Manager of Maximum Legal (Utah), LLC, and the Manager of Maximum
6 Legal (Arizona), LLC. Wakefield no longer practices law. Wakefield knew that Layfield did not
7 abscond with millions of dollars for the purpose of fleeing the country.

8 160. Cross-Defendant Joseph M. Barrett (“Barrett”) is a citizen of the United States and
9 resident of Redondo Beach, California. Barrett was a shareholder and director of L&B, a shareholder
10 and director of Barrett Law, P.C., a member and manager of ML, and a supervising attorney and
11 indirect principal of MLC pursuant to California State Bar Rule 1-100(B)(1)(a) and Rule 3.170 et.
12 seq. Barrett is currently an attorney at Affeld Grivakes, LLP in Los Angeles whose caseload consists
13 primarily of former L&B, ML and MLC clients. Barrett knew that Layfield did not abscond with
14 millions of dollars for the purpose of fleeing the country.

15 161. Cross-Defendant Gregory Allen Stuck (“Stuck”) is a citizen of the United States and
16 resident of Los Angeles, California. Stuck is the son of a different Gregory Stuck who is a disbarred
17 lawyer from Ohio and who currently works for Wilshire Law Firm. Stuck was the former Director
18 of Prelitigation for L&B, was the Director of Prelitigation for ML and is now the principal of Stuck
19 Law. Stuck Law’s client base consists primarily of former L&B and ML clients.

20 162. Cross-Defendant Christopher Tyler Webster (“Webster”) is a citizen of the United States
21 and resident of Park City, Utah. Webster was the former Director of Marketing for L&B. Webster
22 was set to become the Director of Marketing for ML, but was terminated for cause prior to that
23 position taking effect. Webster stole sensitive computer data upon leaving his employ with L&B and
24 later took actions to destroy and/or alter L&B data. Webster also assisted others in hacking into
computer networks in violation of numerous federal and state criminal statutes.

25 163. Cross-Defendant Jeffery Golden is a citizen of the United States and resident of Orange
26 County, California. Golden regularly conducts business on behalf of clients located in the State of
27 Tennessee.

28 164. Cross-Defendant Martin J. Brill is a citizen of the United States and resident of Los

1 Angeles, California. Defendant Brill knew that Wakefield was not and could not have been the 100%
2 owner of MLC and assisted Wakefield in furthering his fraudulent scheme to harm Layfield.

3 165. Cross-Defendant Richard Horner is a citizen of the United States and resident of Los
4 Angeles, California.

5 166. The true names and capacities of the defendants named herein as John Does 1-50 are
6 unknown to Layfield, who therefore sues them under these fictitious names. Layfield will amend the
7 complaint to add their true names and capacities when they become known.

8 167. The coalition of firms and individuals who sought to profit from the financial difficulties
9 being experienced by L&B became part of the growing "Destroy Layfield Enterprise," a RICO
10 enterprise. The Destroy Layfield Enterprise had many participants, grew over time and included (i.)
11 Joseph Barrett, Todd Wakefield, Gregory Stuck, Christopher Webster, Martin Brill, Jeffery Golden,
12 Advocate Capital, Richard Horner and Does 1-50. These individuals and organizations embarked on
13 a series of false and misleading statements, which included sworn statements, surrounding the
14 operations, purpose, prospects, whereabouts, intentions, motivations and overall conduct of Layfield
15 and his professional, business and personal operations. This pattern of false and misleading
16 information was designed to create a false impression that Layfield had abandoned the law firm he
17 founded (L&B), had ceased all operations at L&B, had abruptly ceased all operations at ML, had no
18 ownership or affiliation with MLC, was acting in an evasive and secretive manner regarding his
19 whereabouts, and had engaged in a scheme to steal millions of dollars from clients for the purpose of
20 fleeing the country to avoid prosecution. All of these statements were false when made, were known
21 to be false and were designed to inflict as much harm on Layfield as humanly possible while the
22 participants profited from this wrongful activity. In addition to the false statements, these participants
23 engaged in and/or assisted one another in concealing actual records which contradicted the false
24 statements, destroying or altering vital records. The goal of this enterprise was to abscond with assets
25 that were rightfully the property of L&B, ML, MLC and Layfield without paying fair compensation,
26 destroy Layfield's ability to practice law, destroy Layfield business prospects, cause Layfield to be
27 criminally prosecuted and seize all of Layfield's assets and put Layfield and his family in the streets.
28 The participants in the enterprise coordinated their efforts, actively shared information with each
other, prepared documents in conjunction with each other, obtained computer data, used the federal

1 mails in furtherance of their scheme, used the federal wires in furtherance of their scheme, illegally
2 accessed protected computer and personal data and actively published false and misleading
3 information in blatant disregard of the truth. This enterprise was successful in accomplishing its
4 goals.

5
6 **First Cross-claim- Violation of 18 U.S.C. § 1962(C)**

7 **(Layfield versus the “Destroy Layfield Enterprise”)**

8
9 168. Layfield incorporates by reference all preceding paragraphs, as if fully set forth herein.

10 169. Cross-Defendants are “persons” within the meaning of 18 U.S.C. § 1961(3) who
11 conducted the affairs of the enterprise through a pattern of racketeering activity in violation of 18
12 U.S.C. § 1962(c).

13 170. The Destroy Layfield Enterprise is an association-in-fact within the meaning of 18
14 U.S.C. § 1961(4) consisting of (i) Cross-Defendants, including their employees and agents; and (ii)
15 unknown and unnamed co-conspirators as set forth. *Supra*. The Destroy Layfield Enterprise is an
16 ongoing organization that functions as a continuing unit. The Destroy Layfield Enterprise was
17 created and used as a tool to effectuate Cross-Defendants’ pattern of racketeering activity.

18 171. The Destroy Layfield Enterprise falls within the meaning of 18 U.S.C. § 1961(4) and
19 consists of a group of “persons” associated together for the common purpose of: (i) inflicting
20 economic, personal, professional, emotional and other harm on Layfield, (ii) to profit from the
21 ultimate demise of Layfield and his business associations, and (iii) destroying, mutilating, or
22 concealing records, documents or other evidence to prevent the use of such evidence to refute the
23 false narrative being perpetrated by the Destroy Layfield Enterprise.

24 172. Cross-Defendants have conducted and participated in the affairs of the Destroy Layfield
25 Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§1961(1) and
26 1961(5), which includes perjury, suborning perjury, economic espionage, theft of trade secrets and
multiple instances of mail and wire fraud as described below.

27 173. The Destroy Layfield Enterprise engaged in and affected interstate commerce, because,
28 *inter alia*, Layfield’s business dealings and the Cross-Defendants engaged in business throughout the

1 United States, including but not limited to California, Utah, Arizona, Colorado, Florida, Tennessee,
2 Delaware, New York, New Jersey, North Carolina, New Mexico and Nevada.

3 174. Cross-Defendants exerted control over the Destroy Layfield Enterprise, and Cross-
4 Defendants participated in or aided and abetted in the operation or management of the affairs of the
5 Destroy Layfield Enterprise.

6 175. Within the Destroy Layfield Enterprise, there was a common communication network
7 by which co-conspirators shared information on a regular basis. The Destroy Layfield Enterprise
8 used this common communication network for the purpose of enabling the participants to inflict
9 further harm on Layfield.

10 176. Each participant in the Destroy Layfield Enterprise had a systematic linkage to each
11 other participant through corporate ties, contractual relationships, financial ties, social media, and the
12 continuing coordination of their activities. Through the Destroy Layfield Enterprise, the Cross-
13 Defendants and their co-conspirators functioned as a continuing unit with the purpose of furthering
14 the illegal scheme and their common purposes.

15 177. The RICO Cross-Defendants used the mails and wires for the transmission, delivery, or
16 shipment of the following by the RICO Cross-Defendants that were reasonable foreseeably caused
17 to be sent as a result of Cross-Defendants' illegal scheme:

18 (a) Contracts between Wakefield, Barrett and Brill regarding the filing of a fraudulent
19 bankruptcy petition;

20 (b) Contracts between Advocate and Golden regarding Layfield;

21 (c) Wires between Barrett, Wakefield and Brill regarding the means and methods of inflicting
22 harm on Layfield;

23 (d) Payments between MLC, Wakefield, Barrett and Brill;

24 (e) Wires between Wakefield, Webster, Stuck, Barrett regarding the means and methods of
25 inflicting harm on Layfield;

26 (f) Wires between Advocate and Golden regarding the means and methods of harming
27 Layfield and falsifying a proof of service to engage in bankruptcy fraud;

28 (g) Emails between each and every participant regarding the false narrative regarding
Layfield;

1 178. The RICO Cross-Defendants utilized the interstate and mail and wires for the purpose
2 of obtaining money or property by means of the omissions, false pretenses, and misrepresentations
3 described therein.

4 179. The RICO Cross-Defendants also used the Internet and other electronic facilities to carry
5 out the scheme and conceal their ongoing fraudulent activities.

6 180. The RICO Cross-Defendants also communicated by U.S. Mail, by interstate facsimile,
7 any by interstate electronic mail with various other affiliates, co-conspirators and other third-party
8 entities in furtherance of the scheme.

9 181. The mail and wire transmissions described herein were made in furtherance of Cross-
10 Defendants' scheme and common course of conduct to deceive the public, the courts and Layfield's
11 clients and business associates about Layfield's alleged activities.

12 182. To achieve their common goals, the RICO Cross-Defendants hid from the public, the
13 courts, clients and business associates the truth about the operation of Layfield's business activities,
14 which included that even after Layfield temporarily relocated to Costa Rica, Layfield continued to
15 perform legal services, continued to manage L&B's operations, continued to engaged professionals,
16 continued to make payments to clients and vendors, continued to actively work cases and continued
extraordinary efforts to get all clients and creditors fully compensated.

17 183. Cross-Defendants' scheme and the above-described racketeering activities amounted to
18 a common course of conduct intended to cause Layfield to be perceived as a criminal, fraudsters and
19 one who couldn't be trusted for any purpose.

20 184. The pattern of racketeering activity alleged herein are separate and distinct from each
21 other. Cross-Defendants engaged in a pattern of racketeering activity alleged herein for the purpose
22 of conducting, aiding or abetting and conspiring in the affairs of the Destroy Layfield Enterprise.

23 185. Layfield has been injured in this property and business by reason of these violations.
24 Cross-Defendants interefered with Layfield's current and prospective contractual relations, because
25 Layfield lost employment and employment opportunities, his freedom, as well as contractual and
26 contractual opportunities, as a result of Cross-Defendants' conduct.

27 186. Had members of the Destroy Layfield Enterprise not been complicit and had they
28 revealed instead of concealed the truth regarding Layfield's intentions regarding his ongoing business

1 prospects and his desire to ensure all of his creditors were compensated fully, Layfield would not
2 have been injured in the severe manner he was. Thus, Layfield's injuries were directly and
3 proximately caused by Cross-Defendants' racketeering activity, as described above.

4 187. By virtue of these violations of 18 U.S.C § 1962(c), Cross-Defendants are liable to
5 Layfield for three times the damages Layfield has sustained, plus the cost of this suit, including
6 reasonable attorneys' fees.

7 **Second Cross-claim- Violation of 18 U.S.C. § 1962(D)**

8 **By Conspiring to Violate 18 U.S.C. § 1962(C)**

9 **(Layfield versus the Destroy Layfield Enterprise)**

10
11 188. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

12 189. Section 1962(d) of RICO provides that it "shall be unlawful for any person to conspire
13 to violate any of the provisions of subsection (a), (b) or (c) of this section."

14 190. Cross-Defendants have violated section 1962(d) by conspiring to violate 18 U.S.C. §
15 1962(c). The object of this conspiracy has been and is to conduct or participate in, directly or
16 indirectly, the conduct of the affairs of the section 1962(c) Enterprise described previously through a
17 pattern of racketeering activity.

18 191. As demonstrated in detail above, Cross-Defendants' co-conspirators have engaged in
19 numerous overt and predicate fraudulent racketeering acts in furtherance of the conspiracy, including
20 multiple instances of mail fraud, wire fraud obstruction of justice, economic espionage and theft of
21 trade secrets.

22 192. The nature of the above-described Cross-Defendants' co-conspirators' acts in
23 furtherance of the conspiracy gives rise to an inference that they not only agreed to the objective of
24 an 18 U.S.C. § 1962(d) violation of RICO by conspiring to violate 18 U.S.C. § 1962(c) but also were
25 aware that their ongoing fraudulent acts have been and are part of an overall pattern of racketeering
26 activity. At all relevant times, all Cross-Defendants and all Cross-Defendants' co-conspirators were
27 aware of the essential nature and scope of the Destroy Layfield Enterprise and intended to participate
28 in it.

193. As a direct and proximate result of Cross-Defendants' overt acts and predicate acts in

1 furtherance of violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c) but were
2 also aware that their ongoing fraudulent acts have been and are part of an overall pattern of
3 racketeering activity. At all relevant times, all Cross-Defendants and Cross-Defendants' co-
4 conspirators were aware of the essential nature and scope of the Destroy Layfield Enterprise and
5 intended to participate in it.

6 194. As a direct and proximate result of Cross-Defendants' overt acts and predicate acts in
7 furtherance of violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c), Layfield
8 has been and is continuing to be injured in his business or property, as set forth more fully above.

9 195. Cross-Defendants have sought to and have engaged in the violations of the above federal
10 laws and the effects thereof detailed above are continuing and will continue unless injunctive relief
11 prohibiting Cross-Defendants' illegal acts constituting a pattern of racketeering activity is fashioned
12 and imposed by the Court.

13 **Third Cross-claim- Breach of Fiduciary Duty**

14 **(Against Barrett & Wakefield)**

15 196. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

16 197. Barrett and Wakefield were at all times alleged herein Managers of ML, Members of
17 ML and Members of MLC.

18 198. As members and managers of ML and MLC, Wakefield and Barrett owed fiduciary
19 duties to Layfield, how was also a manager and member of ML and MLC.

20 199. Barrett was a shareholder, officer and director of L&B. Wakefield was an officer of
21 L&B in his role as General counsel.

22 200. Wakefield acted as counsel to L&B, ML, MLC and Layfield in numerous instances.

23 201. Barrett acted as counsel to L&B, ML and MLC in numerous instances.

24 202. As members, managers and attorneys for ML and MLC, Barrett and Wakefield owed
25 fiduciary duty to Layfield to act at all times with the utmost care, honesty, undivided loyalty, and
26 fidelity in all their business dealings with Layfield.

27 203. As a shareholder, officer and director of L&B, Barrett owed fiduciary duty to Layfield
28 to act at all times with the utmost care, honesty, undivided loyalty, and fidelity in all their business

1 dealings with Layfield.

2 204. As counsel for L&B, ML MLC and Layfield, Barrett and Wakefield owed fiduciary
3 duty to Layfield to act at all times with the utmost care, honesty, undivided loyalty, and fidelity in all
4 their business dealings with Layfield.

5 205. Wakefield and Barrett breached their fiduciary duties to Layfield by attempting to steal
6 the MLC entity from Layfield and ML without paying just compensation, engaging in a pattern of
7 racketeering activity as described above for the purpose of harming Layfield and by leading a
8 campaign of false and fraudulent information regarding Layfield and his business dealings.

9 206. Wakefield and Barrett breached their fiduciary duties to Layfield by the acts of
10 misfeasance and malfeasance as described herein.

11 207. As a proximate result of Wakefield and Barrett's breach of fiduciary duty, Layfield has
12 been harmed as alleged in an amount to be proved at trial.

13 **Fourth Cross-claim- Fraud**

14 **(Against Barrett, Wakefield, Brill, Golden, Advocate, Stuck, Horner and Does 1-50)**

15
16 208. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

17 209. Barrett, Wakefield, Brill, Golden, Advocate and Stuck have suppressed and concealed
18 certain material facts for the purpose of harming Layfield. They also engaged in a campaign of false
19 and misleading information as well as criminal acts for the purpose of effectuating their fraud scheme.

20 210. In particular, Cross-Defendants devised a scheme to file a fictitious bankruptcy on
21 behalf of MLC, wrongfully claim ownership of MLC, force L&B into an involuntary bankruptcy,
22 cause all L&B clients and co-counsel and ML clients and co-counsel to terminate all relationships
23 with L&B and ML, cause a series of lawsuits to be filed against Layfield and obtain fraudulent
24 judgments, cause Layfield to come under investigation by law enforcement, cause Layfield's assets
25 to be frozen and seized, cause Layfield to become incarcerated, and prevent Layfield from being able
26 to assert affirmative claims against the Cross-Defendants by forcing Layfield into a fraudulent
27 involuntary bankruptcy. The false statements made by these various Cross-Defendants, included but
28 was not limited to the following:

1 a. Barrett, Wakefield and Stuck stated that thye was unaware that Layfield was relocating to
2 Costa Rica, was unaware of client complaints at L&B, that Layfield had abandoned his clients and
3 L&B's operations, had absconded with millions of dollars, had fled the country and that none of them
4 had any knowledge of any financial difficulties ongoing at L&B. Stuck told clients that L&B was
5 "closed" and that Layfield was being disbarred even though Stuck had no actual knowledge at the
6 time of any disciplinary proceedings.

7 b. Barrett stated that he was working in his individual capacity during the summer of 2017
8 as opposed to on behalf of ML, MLC or L&B for the sole purpose of improperly collected legal fees
9 on behalf of former L&B clients.

10 c. Barrett, Wakefield and Brill stated that Wakefield was the 100% owner of MLC even
11 though all of them knew that Wakefield was only a 0.01% owner.

12 d. Barrett, Wakefield and Brill made numerous false statements in bankruptcy filings relating
13 to the operations of L&B, the location of L&B client funds, the status of the L&B IT infrastructure
14 and the status of their purported access to data.

15 e. Golden, Advocate and Horner told the United States District Court that they had served
16 Layfield in Marina del Rey on September 21, 2017 when they knew that Layfield was in Costa Rica.
17 Golden and Advocate caused numerous individuals to file documents under penalty of perjury
18 regarding the fictitious service of Layfield

19 f. Webster told numerous individuals that Layfield had absconded with millions of dollars in
20 cash, that he supposedly withdrew from bank accounts in New York during November 2016 and fled
21 to Bermuda to stash the phantom cash in secret bank accounts in Bermuda. Webster knew this
22 information was false yet he continued to make these false statements to harm Layfield's business
23 interests and Layfield personally.

24 g. Cross-Defendants engaged in a widespread pattern of making false statements to numerous
25 parties for the sole purpose of depriving Layfield of his property rights.

26 h. Barrett and Wakefield concealed from Layfield that their true intention was to steal the
27 MLC entity from ML, which was majority owned by Layfield and profit handsomely from their false
28 statements. Among those false statements, Wakefield and Barrett claimed that Wakefield was the
100% owner of MLC when they both knew he was not.

1 i. Stuck and Webster concealed from Layfield that Stuck was illegally accessing the computer
2 networks and confidential client data of L&B, ML and MLC after Stuck and Webster's employment
3 was terminated. Stuck and Webster illegally accessed this confidential data for the purpose of
4 effectuating their own fraud scheme to tell clients that L&B, ML and MLC were going out of
5 business.

6 211. As a proximate result of Cross-Defendants intentional and fraudulent suppression of
7 true facts, Layfield has been harmed and has suffered damages, in an amount currently unascertained,
8 but according to proof at trial, but is at least in excess of \$75,000.

9 212. The aforementioned conduct of Cross-Defendants constitutes fraud, oppression,
10 misrepresentations, concealment, promises without the intent to perform, with the intent on part of
11 the Cross-Defendants of inducing reliance and thereby depriving Layfield of property and/or legal
12 rights or otherwise causing injury, and was despicable conduct that subjected Layfield to cruel and
13 unjust hardship in conscious disregard of Layfield's rights, so as to justify an award of exemplary
14 and punitive damages.

15 **Fifth Cross-claim- 18 U.S.C. § 1030(A)**

16 **(Against Wakefield, Barrett, Webster, Stuck and Does 1-50)**

17 213. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

18 214. Layfield's computers, ML's computer, L&B's computers and MLC's computers (the
19 "Subject Computers") are involved in interstate and foreign commerce and communication, and are
20 protected computers under 18 U.S.C. § 1030(e)(2).

21 215. On information and belief, Wakefield, Barrett, Webster and Stuck knowingly and
22 intentionally accessed the Subject Computers without authorization or in excess of authorization, and
23 thereby obtained and used valuable information from those computers in violation of 18 U.S.C. §
24 1030(a)(2)(C). Such information included, but was not limited to: private, attorney client privileged
25 communications, confidential medical information, confidential client lists, trade secrets, marketing
26 plans, financial forecasts and attorney client privileged communications between Layfield and his
27 attorneys. The information was used to advance the plan to harm Layfield, steal Layfield's clients
28 and contact clients of Layfield for the purpose of disrupting Layfield's relationships.

216. Upon information and belief, Cross-Defendants deleted certain information, intentionally caused damage without authorization, to a protected computer, in violation of 18 U.S.C. § 1030(a)(5)(A).

217. Upon information and belief, Cross-Defendants intentionally accessed a protected computer or computers without authorization, and as a result of such conduct, caused damage and loss, in violation of 18 U.S.C. § 1030(a)(5)(C), or recklessly caused damage, in violation of 18 U.S.C. § 1030(a)(5)(B).

218. Cross-Defendants caused loss to one or more persons during a one-year period aggregating well over \$5,000 in value, and they also caused damage affecting ten or more protected computers during a one-year period. ...

219. Cross-Defendants and un-named co-conspirators caused damage and loss, including but not limited to the cost of investigating and responding to the unauthorized access and abuse of their computer networks, conducting damage assessments, restoring and replacing computers and data, programs, systems, or information, the loss of the value of Layfield's trade secrets, and the harm to Layfield's business as described above. Layfield seeks compensatory and other equitable relief under 18 U.S.C. § 1030(g).

Sixth Cross-claim- 18 U.S.C. § 2701-12

(Against Wakefield, Barrett, Webster, Stuck and Does 1-50)

220. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

221. Plaintiff is a “person” within the meaning of 18 U.S.C. §§ 2510(6) and 2707(a).

222. Cross-Defendants willfully and intentionally accessed without authorization a facility through which electronic communications service is provided, namely, the Subject Computers, including their email servers, thereby obtaining access to wire or electronic communications while they were in electronic storage in such systems, in violation of 18 U.S.C. § 2701(a).

223. AS a result of these willful and intentional violations, Layfield has suffered damages and, as provided for in 18 U.S.C. §2707, seeks an award of the greater of the actual damages suffered or the statutory damages, punitive damages, attorneys' fees and other costs of this action, and

1 appropriate equitable relief.

2
3 **Seventh Cross-claim- Intentional Infliction of Emotional Distress**

4 **(Against All Cross-Defendants)**

5
6 224. Layfield incorporates by reference all preceding paragraphs as if fully set forth herein.

7 225. The above-described conduct of all parties caused Layfield to suffer severe emotional
8 distress.

9 226. The above-described conduct of all parties was outrageous.

10 227. The Cross-Defendants intended to cause Layfield emotional distress or they acted with
11 reckless disregard of the probability that Layfield would suffer emotional distress, knowing that
12 Layfield would suffer as a result of their conduct.

13 228. Cross-Defendants' conduct was a substantial factor in causing Layfield severe emotional
14 distress.

15 229. Layfield suffered an amount of damages to be proven at trial.

16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Defendant prays for judgment as follows:

18 **A. On His Answer Against Wellgen**

- 19 1. That Plaintiff takes nothing by way of this Complaint;
20 2. That the Court dismiss with prejudice Plaintiff's Complaint and each purported cause of
21 action alleged therein;
22 3. That judgment be entered against Plaintiff and in favor of Defendant;
23 4. That the Court award Defendant the cost of suit and attorneys' fees (including time
24 Defendant has spent on this matter in pro se);

25 **B. On His Counterclaims Against Wellgen**

- 26 5. That judgment be entered in Layfield's favor and against Wellgen on all of Layfield's
27 claims.
28 6. For a judicial declaration that Layfield was in Costa Rica on September 21, 2017 and

1 that Wellgen and its's agents falsely claimed otherwise.

2 7. For actual damages, punitive damages, attorneys' fee, and costs of suit herein.

3
4 **C. On His Cross-Claims Against Advocate Capital, Todd Wakefield, Joseph Barrett,**
5 **Gregory Stuck, Martin Brill, Jeffery Golden and Christopher Tyler Webster and Does 1-50**

6 8. That judgment be entered in Layfield's favor against all Cross-Defendants on all
7 Layfield's claims.


8 9. That statutory damages be entered in Layfield's favor against all Cross-Defendants on all
9 Layfield's claims requiring statutory damages.

10 10. That treble damages be entered in Layfield's favor against all Cross-Defendants on all
11 of Layfield's RICO claims.

12 11. That actual damages, punitive damages, attorneys' fee and costs of suit be awarded.

13 12. That any other relief this court deems appropriate be awarded.

14
15
16 Dated: October 15, 2018


Philip Layfield in Pro Per and as Successor in
Interest to Maximum Legal Holdings, LLC and
Maximum Legal Services, LLC

DEMAND FOR JURY TRIAL

Defendant, Counterclaim Plaintiff and Cross-Claim Plaintiff hereby demands trial by jury on all counts herein.

Dated: October 16, 2018



Philip Layfield in Pro Per and as Successor in Interest to Maximum Legal Holdings, LLC and Maximum Legal Services, LLC

CERTIFICATE OF SERVICE

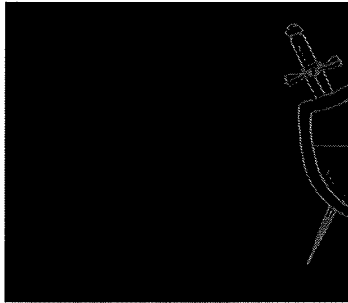
I hereby certify that a true and correct copy of the Answer, Counterclaim and Cross-Claims has been furnished to the below individuals via the Court's electronic filing system and/or by depositing same in the United States Mail, postage prepaid, on October 16, 2018.

Roger G. Jones
Brandley Arant
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, TN 37203

Todd D. Wakefield
P.O. Box 983056
Park City, Utah 84098

Joseph Barrett
Damion Robinson
c/o Affeld & Grivakes, LLP
2049 Century Park East, Suite 2460
Los Angeles, California 90067


Christine Layfield



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October 15, 2018

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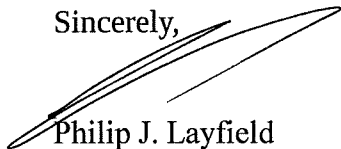
RE: Wellgen v. Maximum Legal et. al. Case No. 3:18-cv-00275

Dear Filing Clerk:

Please find enclosed the following for filing:

1. Answer, Counterclaim and Cross-Claim

Sincerely,



Philip J. Layfield

Philip J. Layfield
c/o Maximum Legal Holdings, LLC
8 The Green
Suite #6426
Dover, DE 19901
(302) 401-6804

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